

Van Meter CSD Van Meter EA

7/1/2004 6/30/2007

Master Contract 2004-07 Van Meter Community School Van Meter, Iowa

Van Meter Board of Education
and
Van Meter Education Association

Table of Contents

	Preamble	Page 2
Article 1	Recognition	Page 2
Article 2	Seniority	Page 3
Article 3	In-Service	Page 3
Article 4	Transfer Procedures	Pages 4-5
Article 5	Procedure for Staff Reduction	Pages 5-6
Article 6	Hours	Page 6
Article 7	Employee Evaluation	Pages 7-8
Article 8	Health and Safety Matters	Pages 8-9
Article 9	Insurance	Pages 9-10
Article 10	Leaves of Absence	Pages 11-13
Article 11	Separability and Savings	Page 13
Article 12	Grievance Procedure and Arbitration	Pages 14-15
Article 13	Dues Deduction	Pages 15-16
Article 14	Other Payroll Deductions	Page 16
Article 15	New Professional Mentoring Program	Page 16
Article 16	Duration	Page 16
	Signatures	Page 17
	Salary Schedule	Page 18
	Supplemental Pay Schedule	Page 19
Exhibit "A"	Salary Schedule	Pages 20-21
Exhibit "B"	Grievance Report Form	Pages 22

PREAMBLE

WHEREAS, the Van Meter Community School District Board of Education and the Van Meter Education Association recognize and declare that the provision of quality education experiences for the people of the Van Meter Community School District is their mutual desire, and that the quality and morale of the teaching service contribute to such experience, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Contract, it is agreed as follows:

ARTICLE 1 RECOGNITION

A. UNIT

The Board hereby recognizes the Van Meter Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board certification instrument (Case No. 747) issued by the P.E.R.B. on the 6th day of October 1976.

The unit described in the above certification includes all classroom teachers, including teachers of basic curriculum courses, fine arts courses, remedial courses, special education courses, vocational courses, all guidance counselors, librarians and school nurses, and excludes all principals, all non-professional employees and all other employees prohibited by law.

B. DEFINITIONS

1. The term "Board" and "Employer", as used in this Contract, shall mean the Board of Education of the Van Meter Community School District.
2. The term "Employee", as used in this Contract, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association", as used in this Contract, shall mean the Van Meter Education Association and/or representatives of the Association.
4. The term "Administration" shall mean the Principal and/or the Superintendent of Schools.
5. The term "Seniority" means length of continuous full time, or permanent part-time, service with the Employer since the Employee's last date of hire.

ARTICLE 2

SENIORITY

- A. Seniority means an Employee's length of continuous service with the Employer since the Employee's last date of hire.
- B. An Employee shall lost his/her seniority and the employment relationship shall be broken and terminated as follows:
 - 1. An accepted Employee resignation, except when on recall.
 - 2. Employee is terminated or the individual teaching contract is not renewed.
 - 3. Engaging in other work while on leave of absence of giving false reason for obtaining leave of absence.
 - 4. Failure to report for work at the end of leave of absence.
 - 5. Employee retirees.
- C. As long as an individual is employed by the Employer, his/her seniority continues to accumulate.
- D. For purposes of determining seniority pursuant to Article 5, the Employee will be considered to have seniority based on continuous service from date of employment in the category for which the Employee was originally hired if such Employee spent two years in the category for which originally hired in the category in which the Employee spends 60% of his/her teaching time.
- E. Teachers hired to substitute for another Employee on leave shall not build seniority.

ARTICLE 3

IN-SERVICE

In-service is staff development provided or made possible by the Employer. An in-service committee with Employee and Employer representation will be established by the Superintendent for the purpose of making recommendations and suggestions to the Superintendent regarding the District's in-service training program. Said committee will consist of four (4) members, two (2) from the unit and two (2) from the administration, and may meet during normal working hours and may continue after normal working hours.

ARTICLE 4

TRANSFER PROCEDURES

A. TERMS

The Employer reserves the right to assign and/or transfer an Employee(s) according to the needs of the School District. Changes in assignment may be made upon the initiative of the Employer, or by request of Employee. All such reassignment shall be made with the full knowledge of all parties involved.

B. VOLUNTARY TRANSFER

1. School Year Posting - After a vacancy has occurred, the Superintendent will post a notice within ten (10) days in all school administrative offices.
2. Summer Months Posting - A vacancy that occurs during the summer months will be posted at the Business Office by the Superintendent. In the event of a vacancy after May 1st, the Employer will contact Employees who have expressed, in writing annually, an interest in a transfer.
3. Filing Requests
 - a. An Employee(s) who wishes to request a transfer is required to first notify, in writing, their principal and Superintendent of their intent.
 - b. A voluntary transfer will be given first consideration by the Employer in any transfers.
 - c. When a vacancy occurs, an interview will then be arranged with the principal to which the Employee wishes to transfer. After the interview, the Employer shall notify the Employee of his/her decision.
 - d. Requests for transfer will be valid until the beginning of the next school year.
 - e. In the event that more than one (1) Employee is acceptable for transfer and their qualifications are deemed substantially equal (such as certification, academic preparation, evaluation) by the Employer, then the senior Employee will be transferred.
 - f. If a voluntary transfer request is denied, the Superintendent will meet with the Employee and discuss the reason(s) the transfer was denied.

C. INVOLUNTARY TRANSFER

1. An involuntary transfer is a transfer not initiated by the Employee's request.
2. Changes in assignment may be made upon the initiative of the Employer. All such reassignments shall be made with the full knowledge of all parties involved.

3. Prior to involuntarily transferring an Employee, the Employer will consider filling such position with a current Employee who has made a voluntary transfer request. If there is not a qualified voluntary transfer request, the employer will select the appropriate employee.
4. Whenever a transfer is to occur, affected Employee(s) will be notified as soon as possible or no later than May 1st, except in cases where resignations, death of faculty, enrollment changes, or an unpredictable faculty vacancy after May 1st makes it impossible for the Employer to comply with said deadline.
5. After the Employee has been notified of said transfer, the employee, Superintendent and/or principal, will conduct a conference to discuss the reason(s) for said transfer.

ARTICLE 5

PROCEDURE FOR STAFF REDUCTION

In the event the Employer determines for reasons of declining enrollment, financial restrictions or limitations, or for other reasons that staff reduction is necessary, the Employer shall attempt to accomplish it by attrition. In the event that staff reduction cannot be accomplished by attrition, the following procedures shall be followed:

- A. Lay off within the following categories:
 1. Grades kindergarten through sixth.
 2. Within certain curricular categories such as social studies, science, physical education, special programs and Federal or state programs funded by earmarked money such as Title I. It is in the intention of the parties that these categories shall be considered as separate units.
- B. Given the necessity to maintain the most qualified and competent staff available, the Employer, in determining which categories are to be terminated, will consider:
 1. The need to maintain programs of the District.
 2. Teachers hired to substitute for another Employee on leave.
 3. Qualifications as determined by the Employee's certification and educational hours.
 4. Experience in the subject matter needed.
 5. If the above items are relatively equal, the least senior Employee will be terminated.

C. RECALL

Any unit Employee terminated pursuant for the need of cutting of staff positions will be considered for recall for a period of two (2) years if a request for such consideration is made by the concerned member, in writing, to the Superintendent of Schools within the sixty (60) calendar day period immediately subsequent to said Employee termination.

To be considered for recall the Employee must remain certified to teach in that position. In the event that two or more persons have equal years of full-time or permanent part-time certified teaching service in the Van Meter Community School District at the time said position becomes available, the selection from among said persons shall be made on demonstrated acceptable performance for the vacant position, in the Van Meter School District.

The Employer shall, by United States mail, send to the Employee at his or her last address (as shown by the school records of each Employee) notification of the existence of a vacancy to which the Employee has recall rights pursuant to the above requirements, a minimum of ten (10) days before the vacancy is filled.

An Employee recalled from layoff will not be given credit for the time laid off on the salary schedule.

ARTICLE 6

HOURS

A. WORK DAY

1. The regular in-school day shall be from 8:00 a.m. until 4:00 p.m. On Fridays and the day preceding a scheduled holiday period the staff may leave after the students and busses have departed.
2. Employees shall attend such professional meetings (in-service, staff, parent-teacher conferences, subject area meetings, open house, etc.) called by the administrator for coordinating the work of Employees in the school program. These meetings may start before or extend beyond the general work day.
3. An Employee may leave the building after receiving permission from their respective Supervisor during their preparation period(s) or lunch period, or after the buses have departed.
4. An Employee may agree to cover for another Employee during said Employee's preparation period. A stipend of \$18.00 per such assignment (\$9.00/half assignment) shall be paid to the said Employee who is acting as a substitute teacher.
5. Employees who teach an early bird class will have a regular work day from 7:00 a.m. until 3:00 p.m.

ARTICLE 7

EMPLOYEE EVALUATION

A. PRIMARY PURPOSE OF EVALUATION

Evaluations in the Van Meter Community School District are primarily for the purpose of improvement of instruction. However, results may also be used by the Employer for such things as employing, dismissing, retaining or advancing an Employee on the salary schedule.

B. NOTIFICATION – ASSIGNED EMPLOYEES

Within two (2) weeks after the beginning of each school term, the building principal shall acquaint each Employee under his supervision with the evaluation procedures.

C. OBSERVATIONS

All observations of an Employee shall be conducted with the full knowledge of the Employee. The administration may make unannounced visits at their discretion. These visits may be used for evaluation of the employee.

D. REQUIRED OBSERVATIONS – PROBATIONARY EMPLOYEES

A probationary Employee shall be evaluated at least four times each year during the first three years of employment (two evaluations during the first semester of which the first one will be pre-announced.) There shall be at least five (5) workday periods between each evaluation unless otherwise mutually agreed upon by the Employee and the supervisor.

E. REQUIRED OBSERVATIONS – CONTINUING EMPLOYEES

A continuing Employee shall be evaluated a minimum of one (1) time during a two year period which will be pre-announced, with a review of job improvement targets only during the alternate year of evaluation. This evaluation or review of improvement targets shall be completed by April 1st of the school year.

F. EVALUATION PROCEDURES

The building principal shall evaluate each Employee in writing.

1. Pre-evaluation Conference - A pre-evaluation conference must be held between the building principal and the Employee at least one (1) school day prior to the first evaluation so that the employee may be apprised of the objectives, methods, materials and goals planned for the performance situation to be evaluated, unless otherwise requested by the Employee.
2. Length – Each written evaluation shall be preceded by at least one (1) classroom observation consisting of a completed lesson. Unannounced visits can be a class period or less.

3. Conference and Copy – A copy of each written evaluation shall be given to the Employee and a conference shall be held between the Employee and the building principal within two (2) school days following the classroom observation. Information resulting from evaluations will be utilized in preparation of the Employee's written evaluation summary. A copy signed by both parties shall be given to the Employee. The Employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.
 4. Responses – If the Employee feels the written evaluation is incomplete, inaccurate, or unjust, the Employee may put any objections in writing and have them attached to the evaluation report. The copy of such objections shall be signed by both parties to indicate awareness of the content.
 5. Remediation – It shall be the responsibility of the principal to offer constructive suggestions for improvement in the quality of teaching. Such assistance shall be included in the post-evaluation conference.
 6. Remediation – Within ten (10) school days of the evaluation conference, the Employee shall provide the evaluator with a list of the steps and actions the Employee has taken to improve his/her teaching in accordance with the suggestions of the evaluator.
- G. EVALUATION FILE
- Each Employee shall have the right to review the contents of his/her personnel file at a time convenient to the administration. Any complaints directed toward an Employee which are placed in his/her file are to be called to the teacher's attention within five days.
- H. The model comprehensive evaluation system being developed by the Iowa Department of Education will be used by the District to determine successful completion of the mentoring program under Chapter 284 of the Iowa code.

ARTICLE 8

HEALTH AND SAFETY MATTERS

New teachers must have a physical form returned to the central office. Employees must have a physical examination every three (3) years with the uninsured portion of the cost paid for by the Board. The Board will pay up to \$35.00 per physical. The method for such examination is as follows: The Employee must have a statement from a licensed physician of the Employee's choice attesting to the Employee's fitness to perform assigned duties. The Employer may require a subsequent examination, for which the Employer would pay and select the licensed physician, when in the Employer's judgment such an examination is relevant to an Employee's performance or status.

The Employer shall endeavor to provide and maintain a safe place of employment. It is recognized that each Employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection from himself/herself and other. Employees should be alert to unsafe practices, equipment or conditions, and report any unsafe practices, equipment or conditions to their building principal.

Assaults on a teacher or injury to a teacher shall be reported immediately to the principal. A teacher may use such force as is reasonable and necessary to protect himself/herself from attack or to prevent injury to another student. Immediately upon the use of such force, the teacher shall make a report to his/her building principal.

ARTICLE 9

INSURANCE

- A. The coverage and benefits shall be comparable to or better than the Principal Group Plan in effect the contract year 1998-99. The selection of insurance carrier shall be made by joint committee, which will make recommendations to the Association and Board of Education no later than four (4) weeks prior to the final date for renewal of present medical, dental and vision policies.
- B. Each Employee and his or her immediate family members shall be covered by a health and major medical program including diagnostic insurance, with the Board paying \$360 per month or the premium, whichever is less. The balance of the premium, if any, is to be paid by the Employee. The Employer will pay the full single rate for Vision Benefit Package with the option for family coverage at the Employee's expense. The Employer will pay the full single rate for Dental Benefit Package with the option for family coverage at the Employee's expense.
 - 1. Any portion of the \$360 per month that the district does not pay for an employee's medical insurance as described in B, will be paid in a TSA for the employee. Monthly TSA payments will be paid in whole dollar amounts, rounded to the lower whole dollar.
 - 2. Any employee that elects not to participate in the district provided medical insurance plan, must sign a waiver of coverage and provide proof of medical insurance coverage from another source. Proof of coverage must be provided on an annual basis. Once a staff member uses the TSA option in lieu of insurance, being accepted back on the group medical plan will be at the discretion of the district's medical insurance carrier.

3. The district will maintain participation in its group medical plan at a level of 80% of eligible employees. Employees electing not to use the district provided medical insurance can have the \$360.00 per month paid toward a TSA, as long as the 80% participation is maintained. Staff members being allowed to use this option will be determined by:
 - a. First year start up (1999-2000) – By September 1, 1999, all staff members, teaching and non-teaching, eligible to participate in the district provided medical insurance plan, but electing not to participate in the district provided plan, must submit their name to the board secretary. The board secretary will develop a seniority list of all staff members requesting this option. Based on this seniority list, staff members will be allowed to utilize the TSA option, as long as the 80% participation level is maintained.
 - b. Second and following years – After the board secretary has developed an initial seniority list and staff members have exercised their options for the first year, the definition of seniority to participation in the TSA option will be changed to the length of time a staff member has been on the list to participate in this plan.
- C. The Employer will pay to the carrier it selects up to a maximum of two dollars fifty cents (\$2.50) per month toward the purchase of term life insurance of an Employee, not to exceed \$10,000 coverage, which includes a double indemnity provision for each eligible Employee. The Employee may purchase said insurance for spouse and/or child not to exceed \$2000 coverage. Premiums for spouse and/or child will be deducted from the Employee's pay check.
- D. The Employer will pay yearly the full cost for long-term disability insurance coverage for each Employee. Coverage shall include the following:
 1. Benefits payable to age 65
 2. Benefits shall be a minimum of 60% of salary
- E. Employees who are under contract for 20 hours or more per week qualify for an insurance stipend which may be used towards insurance or a TSA. The portion of the \$360.00 per month which an employee receives will be prorated for employees who work between 20 and 30 hours per week (based upon a 40 hour work week).

The term "full-time Employee" shall mean an Employee under contract for thirty (30) hours or more per week.

ARTICLE 10
LEAVES OF ABSENCE

A. SICK LEAVE

A regular full-time Employee will be granted a leave of absence for illness, pregnancy, or off-the-job injury with full pay in the following amounts:

1 st year of employment	10 work days
2 nd year of employment	11 work days
3 rd year of employment	12 work days
4 th year of employment	13 work days
5 th year of employment	14 work days
Each subsequent year	15 work days

The maximum sick leave accumulation is one hundred eighty (180) days. The current school year's days allowable are to be granted beyond the accumulated days. In no case shall more than one hundred eighty (180) days be available for use in any one school year.

A newly hired Employee coming into the Van Meter School District who has taught elsewhere in the previous two (2) years will be allowed to transfer in up to ten (10) days of sick leave if it was earned and unused, with verification from a previous district required.

Sick leave earned and accumulated shall apply to consecutive years of employment of rehired Employees from recall in the Van Meter School District.

All accumulated sick leave will be forfeited upon termination of employment, except Employees on recall.

The Employee shall notify the building principal in advance in cases where the Employee anticipates the illness will result in temporary disability of more than five (5) work days.

To qualify for payment, the Employer has the right to require such medical evidence as it deems necessary to substantiate the absence. It is the Employee's responsibility to notify the building principal not later than two hours prior to the regular work day to include those employees teaching the early bird schedule, except in an emergency. If possible, notification should be given the previous day.

Sick leave cannot be used where deferment of treatment of medical service would be possible at a time other than the school year.

The minimum amount of sick leave request that can be granted is one-half (1/2) work day.

In the event an Employee is of work due to an on-the-job injury, the difference between the Workman's Compensation check and the Employee's regular net earnings will be paid to the Employee and the days absent will be deducted from the Employee's accumulated sick leave.

Accumulated sick leave (up to a total of seven (7) days per year) may be taken for illness in the Employee's immediate family which is restricted to the Employee's spouse, child and/or parents. Medical evidence of family illness may be required by the Superintendent to substantiate the absence.

B. EMERGENCY AND PERSONAL LEAVE

In the case of the death or critical illness of the wife, husband, or child of an Employee of the Van Meter Community School District, the Employee shall be granted permission to be absent from duty by the Superintendent of Schools for as many days, not to exceed six (6), as may be necessary for purposes directly arising out of the said critical illness or death, but shall not be permitted to use said leave for any other purposes. Said six (6) days maximum may be extended at the discretion of the Superintendent. In the case of a critical illness or death of father, mother, brother, or sister, of an Employee or spouse, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents or grandchild, said days of leave would be up to four (4). No deduction of pay shall be made for the days of absence so granted. In the case of the death of any other relative, an absence up to one (1) day shall be allowed without loss of pay for attendance at the funeral. In case of the death of a friend or neighbor, absence up to one-half (1/2) day will be allowed per contract year with pay. A total of eleven and one-half (11 ½) days per year may be used by an Employee for death or critical illness as described above.

Employees shall be granted leave of absence for personal reasons at a rate of two (2) days per year with full pay. A personal leave day may be used for any purpose at the discretion of the Employee. Use of personal leave cannot be used on a school day immediately before or after a holiday or vacation period, during teacher's in-service or work days, nor during the first or last week of the school year. Personal leave must be requested through the principal at least five (5) days in advance of its use, except in an emergency. Personal leave shall not accumulate. No more than two (2) teachers may be permitted to use personal leave on the same day.

The emergency leave and personal leave is in addition to the sick leave allowed all Employees of the District. It is understood, however, that the emergency leave and personal leave is not accumulative from one contract year to the next. If an employee chooses not to use his/her personal leave days, they are to be paid at the current rate for a substitute teacher. This amount shall be added to the June paycheck.

C. PROFESSIONAL LEAVE

Attendance of education meetings or visitations to view other instructional techniques or programs are permitted with full pay if such absence is approved by the immediate supervisor. The immediate supervisor may require an Employee to attend this type of meeting and under these circumstances, the Employees will be reimbursed for personal car travel and registration fees.

D. JURY DUTY LEAVE

An Employee required to serve as a juror shall receive regular wages. In order to receive payment for such duty, the Employee must submit certification of service and assign all fees, except mileage and parking allowance, received for such duty to the District. When released from duty during working hours in the a.m., the Employee will report to work and work the p.m. schedule.

E. UNPAID LEAVE

In the event that an Employee requests a leave of absence from work without pay, said request will be made in writing stating the reason(s), and sent to the Superintendent. The Superintendent will consider each such request on its individual merits before rendering a decision, which is final. No more than two teachers may be permitted to use unpaid leave on the same day.

F. ASSOCIATION LEAVE

Two Employees may attend the ISEA delegate assembly annually for two days each. The cost of the substitute teachers shall be paid by the Van Meter Education Association.

ARTICLE 11

SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

If the Employer and Association mutually agree, they shall, within thirty (30) days, enter into negotiations to replace any provision(s) declared illegal.

ARTICLE 12

GRIEVANCE PROCEDURE AND ARBITRATION

- A. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- B. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- C. The failure of a teacher (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff.
- E. The Association's duly authorized representative may be present at any grievance hearing commencing with the second step. The teacher or Employer may have a representative present to represent them at any step of the grievance procedure.
- F. **FIRST STEP**
An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal.
- G. **SECOND STEP**
If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) school days from the date of occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) school days after receipt of the grievance.
- H. **THIRD STEP**
In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within ten (10) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the third-step grievance meeting and communicate it in writing to the teacher, the principal and the duly authorized representative of the Association.

I. **FOURTH STEP**

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) school days, the P.E.R.B. will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

J. Expenses for the arbitrator's services shall be borne equally by the School District and the Association.

K. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

L. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. No reprisal of any kind will be taken by the Board, the school administration, or their representatives against any bargaining unit member because of any participation in this grievance procedure.

ARTICLE 13

DEDUCTION

A. **AUTHORIZATION**

Any Employee who is a member of the Association may sign and deliver to the Board Secretary an assignment authorizing payroll deduction for professional dues. The Association will inform its members of the dues deduction system and provide the necessary cards for the deduction.

B. **DEFINITION OF DUES**

Deduction for dues shall be limited to dues for the current year.

C. **REGULAR DEDUCTION**

Pursuant to a deduction authorization, the Board Secretary shall deduct a set amount from the regular salary check of the Employee each month for nine (9) months beginning in September and ending in May of each year. The amount to be deducted from each Employee's check shall be set by the Association.

D. DURATION

Such authorization shall continue in effect for one (1) year. A new deduction check-off authorization card will be required for each year. The authorization card must be in the hands of the Board Secretary by September 10th of each year.

E. TERMINATION

A member may terminate the deduction check-off at any time by giving thirty (30) days written notice to the Board Secretary.

F. PROTECTION CLAUSE

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, cost, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

ARTICLE 14

OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the Employee, the Employer shall deduct from the salary of any Employee and make appropriate remittance for annuities, saving bonds, insurance and credit union deductions.

ARTICLE 15

NEW PROFESSIONAL MENTORING PROGRAM

The mentoring program will be administered consistent with the district plan submitted to and approved by the Department of Education. The mentoring program and the wage associated with that program will be consistent with the provisions of the legislation (SF 476) and is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the District will not be obligated to continue the mentoring program or pay the wages to the mentors in the program.

ARTICLE 16

DURATION

THIS AGREEMENT shall remain in full force and effect from July 1, 2004, and shall continue in effect until Midnight, June 30, 2007, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this on or before September 15 of any succeeding year; and provided further that by, on or before September 15 of each succeeding year, the Association may notify the Board in writing of its desire to reopen the Agreement.

Language items required by any new state legislation to be negotiated will be reopened. Language items may also be reopened during the duration of the Agreement through mutual consent of the Association and the Board.

This Agreement supersedes and cancels all previous Agreements and practices between the Employer and the Association or any Employee(s) and constitutes the complete and final Agreement between the parties and concludes collective bargaining for its terms.

Signed this 19 day of July, 2004

EMPLOYER

VAN METER COMMUNITY SCHOOL

By Dan Phillips

ASSOCIATION

VAN METER EDUCATION ASSOCIATION

By Lynne Caltrider

2004-05

Van Meter School
Teaching Scattergram
2004-05

Base Salary \$ 21,720
Step Increments \$ 869
Lane Increments \$ 434

	BA	BA+15	BA+30	MA/BA+42	MA+15	MA+30	MA+45
Step							
0	\$ 21,720	\$ 22,589	\$ 23,458	\$ 24,326	\$ 25,195	\$ 26,064	\$ 26,933
1	\$ 22,589	\$ 23,458	\$ 24,326	\$ 25,195	\$ 26,064	\$ 26,933	\$ 27,802
2	\$ 23,458	\$ 24,326	\$ 25,195	\$ 26,064	\$ 26,933	\$ 27,802	\$ 28,670
3	\$ 24,326	\$ 25,195	\$ 26,064	\$ 26,933	\$ 27,802	\$ 28,670	\$ 29,539
4	\$ 25,195	\$ 26,064	\$ 26,933	\$ 27,802	\$ 28,670	\$ 29,539	\$ 30,408
5	\$ 26,064	\$ 26,933	\$ 27,802	\$ 28,670	\$ 29,539	\$ 30,408	\$ 31,277
6	\$ 26,933	\$ 27,802	\$ 28,670	\$ 29,539	\$ 30,408	\$ 31,277	\$ 32,146
7	\$ 27,802	\$ 28,670	\$ 29,539	\$ 30,408	\$ 31,277	\$ 32,146	\$ 33,014
8	\$ 28,670	\$ 29,539	\$ 30,408	\$ 31,277	\$ 32,146	\$ 33,014	\$ 33,883
9	\$ 29,539	\$ 30,408	\$ 31,277	\$ 32,146	\$ 33,014	\$ 33,883	\$ 34,752
10	\$ 30,408	\$ 31,277	\$ 32,146	\$ 33,014	\$ 33,883	\$ 34,752	\$ 35,621
11	\$ 31,277	\$ 32,146	\$ 33,014	\$ 33,883	\$ 34,752	\$ 35,621	\$ 36,490
12	\$ 32,146	\$ 33,014	\$ 33,883	\$ 34,752	\$ 35,621	\$ 36,490	\$ 37,358
13	\$ 33,014	\$ 33,883	\$ 34,752	\$ 35,621	\$ 36,490	\$ 37,358	\$ 38,227
14	\$ 33,883	\$ 34,752	\$ 35,621	\$ 36,490	\$ 37,358	\$ 38,227	\$ 39,096
15	\$ 34,752	\$ 35,621	\$ 36,490	\$ 37,358	\$ 38,227	\$ 39,096	\$ 39,965
16	\$ 35,621	\$ 36,490	\$ 37,358	\$ 38,227	\$ 39,096	\$ 39,965	\$ 40,834
17	\$ 36,490	\$ 37,358	\$ 38,227	\$ 39,096	\$ 39,965	\$ 40,834	\$ 41,702
18		\$ 38,227	\$ 39,096	\$ 39,965	\$ 40,834	\$ 41,702	\$ 42,571
19		\$ 39,096	\$ 39,965	\$ 40,834	\$ 41,702	\$ 42,571	\$ 43,440
20			\$ 40,834	\$ 41,702	\$ 42,571	\$ 43,440	\$ 44,309
21			\$ 41,702	\$ 42,571	\$ 43,440	\$ 44,309	\$ 45,178
22			\$ 42,571	\$ 43,440	\$ 44,309	\$ 45,178	\$ 46,046
23			\$ 43,006	\$ 44,309	\$ 45,178	\$ 46,046	\$ 46,915
24			\$ 43,440	\$ 45,178	\$ 46,046	\$ 46,915	\$ 47,784
25			\$ 43,874	\$ 45,612	\$ 46,915	\$ 47,784	\$ 48,653
26				\$ 46,046	\$ 47,784	\$ 48,653	\$ 49,522
27				\$ 46,481	\$ 48,218	\$ 49,522	\$ 50,390
28					\$ 48,653	\$ 50,390	\$ 51,259
29					\$ 49,087	\$ 50,825	\$ 52,128
30						\$ 51,259	\$ 52,997

Van Meter School
Extra-Curricular Scattergram
2004-05

2004-05 Extra Curricular Salary Schedule

Base \$ 21,720

Category	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Head Coaches FB/BB/SB/BB	\$ 2,606	\$ 2,711	\$ 2,815	\$ 2,919	\$ 3,023	\$ 3,128	\$ 3,232
Head Coach Track/VB	\$ 2,606	\$ 2,711	\$ 2,815	\$ 2,919	\$ 3,023	\$ 3,128	\$ 3,232
Asst. Coaches FB/BB/SB/BB	\$ 1,520	\$ 1,581	\$ 1,642	\$ 1,703	\$ 1,764	\$ 1,824	\$ 1,885
Asst. Coach Track/VB	\$ 1,303	\$ 1,355	\$ 1,407	\$ 1,460	\$ 1,512	\$ 1,564	\$ 1,616
JH Coaches FB/BB/SB	\$ 1,086	\$ 1,129	\$ 1,173	\$ 1,216	\$ 1,260	\$ 1,303	\$ 1,347
JH Coaches Track/VB	\$ 869	\$ 904	\$ 938	\$ 973	\$ 1,008	\$ 1,043	\$ 1,077
Other Activities Dir.	\$ 5,213	\$ 5,421	\$ 5,630	\$ 5,838	\$ 6,047	\$ 6,255	\$ 6,464
Instr. Music	\$ 2,389	\$ 2,485	\$ 2,580	\$ 2,676	\$ 2,771	\$ 2,867	\$ 2,963
Drama/Music	\$ 1,738	\$ 1,807	\$ 1,877	\$ 1,946	\$ 2,016	\$ 2,085	\$ 2,155
Vocal Music	\$ 1,520	\$ 1,581	\$ 1,642	\$ 1,703	\$ 1,764	\$ 1,824	\$ 1,885
Weight Room	\$ 1,086	\$ 1,129	\$ 1,173	\$ 1,216	\$ 1,260	\$ 1,303	\$ 1,347
Cheerleading	\$ 977	\$ 1,016	\$ 1,056	\$ 1,095	\$ 1,134	\$ 1,173	\$ 1,212
Speech/Annual	\$ 652	\$ 678	\$ 704	\$ 730	\$ 756	\$ 782	\$ 808
NHS	\$ 543	\$ 565	\$ 586	\$ 608	\$ 630	\$ 652	\$ 673
Jr. Sponsor	\$ 434	\$ 452	\$ 469	\$ 487	\$ 504	\$ 521	\$ 539
HS Student Council	\$ 326	\$ 339	\$ 352	\$ 365	\$ 378	\$ 391	\$ 404
Technology Coordinator	\$ 1,086	\$ 1,129	\$ 1,173	\$ 1,216	\$ 1,260	\$ 1,303	\$ 1,347

Dr. Education 135 per student
 Extended Contract Per Diem Rate
 Saturday School \$12.50 per hour

EXHIBIT "A"

SALARY SCHEDULE

SCHEDULE

The salary of each Employee covered by the salary schedule is set forth in this exhibit. The salary schedule is build with the following guidelines:

- Base: Agreed to in negotiations
- Lane: Set at 4% of the agreed base
- Step: Set at 4% of the agreed base

This Agreement is for fiscal years 2005, 2006, and 2007. The total salary and benefits package will increase from the previous year by 4.35% each of those years. The Association will determine the distribution of each year's increase between the base salary and insurance.

PLACEMENT

Each Employee will be placed on his/her proper step in the salary schedule as of the effective date of this Agreement.

TEACHER QUALITY PROGRAM (SF 476)

If the District participates in the Student Achievement and Teacher Quality Programs (SF476), the district will agree to pay teachers consistent with the provisions of the legislation. Distribution will occur after the District receives the money from the state. If the District does not receive state funding to support the increased wages provided for in the bill, the District will not be obligated to pay teachers consistent with the salaries defined in the Teacher Quality legislation.

CREDIT for EXPERIENCE

The District may hire teachers with minimal or no experience on step three. Newly hired teachers with prior teaching experience may not be placed on a step higher than current employees with the same number of years of experience.

ADVANCEMENT

A. INCREMENTS

Employees on a regular salary schedule shall be granted one increment or step on the schedule for each year of service until the maximum for their educational classification is reached. A year is credited for service completed in the employment of the Van Meter District for 120 teaching days or more in one school year. Two such part years of 90 days or more may be combined to receive credit for one year advancement on the salary schedule. Employees who have at least 20 years of teaching experience in the Van Meter Community School District and have advanced to the end of the salary advancement columns for BA+30, MA/BA +42, MA+15, MA+30, or MA+45 will receive a raise equal to 2% of the base for each year up to three years beginning with the year after they have reached the maximum salary attainable in their column on the salary schedule.

B. HORIZONTAL MOVEMENT – EDUCATIONAL LANES

Teachers with a BA Degree or above will move horizontally to the appropriate column based on semester credits earned. Semester credits are college graduate semester hours

earned after degree, workshops having prior approval of the Superintendent, or upper level undergraduate semester credits which have prior approval of the Superintendent.

The Superintendent shall approve courses and workshops that are in the subject matter or grade level the Employee teaches in the Van Meter Community School.

- C. Advancement will be governed by one vertical step and one horizontal lane change per calendar year.

The Employee must file on forms provided by the Employer on "Intent to Change Educational Lanes" no later than February 15 of the preceding contract year in order to later apply for that change. The Employee must request, in writing, to change educational lanes along with evidence of successful completion of course work to the Superintendent no later than August 30 of the affected contract year. This course work must be substantiated by grade transcripts from an approved college or university no later than September 30.

All hours earned toward educational lane advancement must be earned within a ten (10) year period.

PAY PERIODS

Each Employee will be paid in twenty-four (24) equal installments on or before the 14th and 28th of each month.

When a pay date falls on or during a school holiday, vacation or weekend, Employees will receive their pay on the last previous work day.

The summer check, other than for summer school Employees, will be mailed to the address designated by the Employee.

ACTIVITY PASS

All Employees, spouses and members of immediate family (excluding children no longer in public school) will be given Employee activity passes. Extra duties at school activities will be paid at the rate of not less than \$7.50 per assignment. The activity pass must be presented at each event by the Employee (or spouse) in order to be admitted free of charge.

BUS DRIVING

Activity directors (coaches, etc.) and supervising teachers will be paid for driving activity trips and field trips at the same pay scale as the other drivers would be paid for such trips. Activity directors and supervising teachers may be required to drive activity trips or field trips.

PHASE III

Phase III money will continue to be issued in a separate check. Any and all deductions will be based on each individual's actual annual income.

Those functions listed under this Supplemental Pay Schedule shall first be offered to Employees covered under this contract. In the event a position is filled with someone who is not otherwise an Employee and who performs no teaching function, the salary for that position may be negotiated without regard to this contract.

Exhibit "B"
Grievance Report Form

No. _____ Date Filed _____

_____ School District

_____ Building

Name of Aggrieved Person: _____

Step 2

A. Date Violation Occurred: _____

B. Section(s) of Contract Violated: _____

C. State of Grievance: _____

D. Relief Sought: _____

Signature: _____ Date: _____

E. Disposition by Principal or Immediate Supervisor: _____

Signature of Principal/Immediate Supervisor: _____

Date: _____

Step 3

A. _____
 Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee Date

Step 4

A. _____
 Signature of Aggrieved Person Signature of Association President

B. _____
 Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date of Decision